

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>Service; Verizon Public Telephone Service; customer premises equipment; Verizon telephone directory listings offered under agreements or arrangements other than Verizon Tariffs filed with the Commission; and, Verizon telephone directory advertisements.</p> <p>12.8.5 Except as otherwise required by Applicable Law, Verizon reserves the right to terminate provision of services and products (including, but not limited to, Telecommunications Services and the services listed in Sections 12.8.2 and 12.8.3, above) to any person who ceases to purchase Verizon Retail Telecommunications Service dial tone line service from Verizon.</p>	
VI-1	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement?				As discussed in Verizon's Answer, the Act mandates that Verizon must allow CLECs to interconnect with its network. It does not mandate that Verizon build a network that the CLECs desire for their "business needs." Verizon's proposed interconnection agreement that it forwarded to WorldCom for negotiation reflects Verizon's responsibilities under the Act, the Commission's various orders, and the Commission's specific order to the new entity Verizon to make available to any requesting telecommunications carrier "generic interconnection and

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					resale terms and conditions." In WorldCom's Statement of Unresolved Issues, it has placed much of Verizon's proposed interconnection agreement in dispute. Nevertheless, there are various provisions that WorldCom has failed to place in dispute. Highlighted in Verizon's Exhibit B are the provisions that WorldCom has failed to place in issue. Accordingly, for the reasons stated in Verizon's Exhibit B, the Commission should order inclusion of those provisions.
VI-1(L)	Responsibility for charges	**CLEC-MCI shall be responsible for and pay all charges for any <u>Verizon Telecommunications</u> <u>Local Resale</u> services provided by Verizon pursuant to this Resale Attachment.	WorldCom does not object to the inclusion of language that addresses Verizon's assertion that WorldCom should be responsible for and should pay charges for telecommunications services that WorldCom purchases from Verizon for purposes of resale. However, because Verizon has not raised any problems or issues with WorldCom's proposed Resale Attachment, Verizon's proposed language should be altered to conform to the Resale Attachment.	4. Responsibility for Charges **CLEC shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.	If WorldCom purchases Verizon telecommunications services for resale at the wholesale discount rate, WorldCom must be responsible for, and pay, all charges for those services. WorldCom is the only party that Verizon can look to for compensation. This provision applies to all CLECs alike. Thus, Verizon expects every telecommunications provider to be financially responsible for the services that it purchases at the wholesale discount rate.
VI-1(M)	Operations matters	Based on Verizon's Section 5, Resale Attachment. 5.1 Facilities. 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and	See Issue VI-1 generally. Resolved by including in the agreement Verizon's proposed Section 5.1 et seq. of its Resale Attachment.		Resolved

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		<p>wiring, used to provide Verizon Telecommunications Services.</p> <p>5.1.2 Verizon shall have access at all reasonable times to MCI Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. MCI shall, at MCI's expense, obtain any rights and authorizations necessary for such access.</p> <p>5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by MCI or MCI Customers for use with Verizon Telecommunications Services.</p>			
VI-3	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement				WorldCom noted, in its Petition at page 7, all provisions of its proposed interconnection agreement are in dispute. Nonetheless, WorldCom has failed to raise issues as to certain provisions in its proposed interconnection agreement. Because Verizon disputes this language and WorldCom seeks no determination that it should be included, the Commission should order that these

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	and acknowledged as disputed, but for which WorldCom failed to raise an issue?				provisions be <i>omitted</i> from the Parties' Interconnection Agreement.
VI-3(G)	700 number teset lines	Not Applicable	See Issue VI-3 generally. Resolved by excluding from the Agreement the language objected to by Verizon.		Resolved
VII-15	Should Verizon be forced to provide AT&T summaries of customer specific offerings?	AT&T Proposed § 12.2 of the Verizon/AT&T Agreement is as follows: 12.2 Customer Specific Offerings VZ Resold Services shall include contract and other customer-specific offerings. Promptly after the service-effective date of any contract or customer-specific offering or amendment thereof, or as otherwise ordered by the Commission, VZ shall file with the Commission under proprietary seal copies of all effective offerings of Telecommunications Services that are not otherwise available for public inspection and shall provide AT&T, or make publicly available, a summary of such offerings that includes all prices, price-affecting terms and conditions, and qualifying terms and conditions.	Yes. AT&T proposes simply to maintain the status quo. Pursuant to VA SCC Order, VZ-VA agreed to file with the Commission under proprietary seal copies of all effective offerings of telecommunications services that are not otherwise available for public inspection and to make available to AT&T (or make publicly available) a summary of those offerings, including all prices, price-affecting terms and conditions, and qualifying terms and conditions. This policy is consistent with the Telecommunications Act and the FCC's Local Competition Order. The Local Competition Order rejected incumbent LEC arguments that certain retail offerings, including promotions, discounted offerings, contract tariffs, and below cost offerings, should be exempted from	12.2 Customer Specific Offerings Verizon Resold Services shall include contract and other customer-specific offerings. The Parties may bring any disputes with respect to the availability of such contract and other customer-specific offerings, or restrictions on the resale thereof, to the Commission on a case-by-case basis. In the event that the provision of the FCC order that is the basis for this Section 12.2 is modified or overturned, AT&T agrees to return all copies of documents, if any, provided by Verizon under this Section 12 and to make no further use of the information contained in those documents, and Verizon shall have no further obligation, if any, to file, provide to AT&T, or make publicly available, summaries of the prices,	Verizon should not be forced to engage in what has proven to be a burdensome process demanded by AT&T to provide it with summaries of the details of every one of Verizon's custom contracts in Virginia. Verizon has offered to AT&T in Virginia the same language to which the Parties have agreed to more recently in Maryland. Further, Verizon's proposal provides for resolution of any disputes regarding the availability of such "custom" contracts. There is nothing efficient about AT&T's burdensome proposal nor does the Act require the summaries AT&T seeks.

¹ *First Report and Order*, ¶ 948; *see also* ¶ 951 ("We find unconvincing the arguments that the offerings under section 251(c)(4) should not apply to volume-based discounts."); *see also Id.* at ¶ 956 ("below-cost services are subject to the wholesale rate obligation under section 251(c)(4)").

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		The summary shall be sufficiently detailed to enable the Parties to calculate the rates for services with all applicable discounts. AT&T will not object to the redaction of customer specific identifying information from the summary, provided that no price, price affecting term or condition, or qualification term or condition, may be redacted. No terms or conditions excluded from the summary will be relied on by VZ to deny AT&T's order for the offering.	the Act's wholesale discount requirements, reasoning that the Act "provides that incumbent LECs must offer for resale at wholesale rates 'any telecommunications service' that the carrier provides at retail to noncarrier subscribers," and "[t]his language makes no exception for promotional or discounted offerings, including contract and other customer-specific offerings." ¹ In view of the Order and the language of the Act itself, it is clear that all of Verizon's retail offerings—including customer-specific offers—must be made available for resale at a wholesale discount to AT&T and other CLECs. Therefore, AT&T must have access to Verizon's customer-specific contracts.	terms and conditions, except as otherwise required under Applicable Law.	

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JOINT DECISION POINT LIST IX (SECURITY REQUIREMENTS)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
Category II: common to **WorldCom** and *AT&T* (pricing/costing)
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Category IV: unique to WorldCom
Category V: unique to AT&T
Category VI: Verizon supplemental issues with WorldCom
Category VII: Verizon supplement issues with AT&T

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Security Requirements					
IV-43	Should the ICA contain a provision setting forth security requirements for physical Collocation at Verizon's premises, requiring each Party to take reasonable steps to protect the other's personnel and property? More specifically, should that provision: (1) permit WorldCom to access only equipment owned by it and to enter only those areas of Verizon's premises where such equipment is located, require Verizon to maintain a log of its employees and agents that enter these areas, and require Verizon to allow WorldCom, after reasonable advance notice, to inspect areas that house or contain WorldCom equipment or	Attachment IX, Sections 1 and 1.1 through 1.7.	This provision is from the existing interconnection agreement and is the product of negotiation and agreement of the parties at that time. This provision is necessary to define the obligations of the parties and remove (or at least reduce) ambiguity that can result in litigation or disputes later on. WorldCom agrees that issues dealt with in the December 2000 settlement agreement are now moot.	Verizon opposes inclusion of WorldCom's proposed Attachment IX, Sections 1 and 1.1 through 1.7 of to the Parties' Agreement.	The Commission permits the ILEC to implement reasonable security procedures, but does not impose a burden on the ILEC to meet any particular security demands made by the CLEC. Further, Verizon's collocation tariffs include adequate security provisions, and the tariffs are augmented by Verizon's website and other collocation materials. Finally, the Parties entered into a Settlement Agreement in Virginia on November 8, 2000, in which Verizon agreed to provide the CLEC escorted access outside of the CLEC's collocation arrangement.

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	<p>equipment enclosures in accordance with mutually acceptable procedures; (2) obligate WorldCom to deliver to Verizon a list of employees and agents authorized to enter Verizon's premises and require such employees or agents to prominently display identification badges while on Verizon's premises; (3) require each Party, while on the other's premises or in areas on its premises designated solely for the other Party's use, to comply with the other's generally applicable security and safety procedures and requirements (provided that WorldCom's procedures and requirements for acts to its equipment areas are consistent with those established by Verizon for the relevant premise); (4) prohibit both Parties from tampering with or performing any activities upon the other's equipment located on its premises, except as necessary to perform the ICA or in case of emergency, and set forth a procedure for such emergencies; (5) require WorldCom to adequately secure the areas that house its equipment to prevent unauthorized entry, remove any liability from Verizon in that regard, and require WorldCom to provide Verizon with access to such areas; (6) require prompt notification in case of breach of the security provisions; and (7) require WorldCom to ensure that its equipment is suitable for use in the operational environment, and remove liability from Verizon in this regard,</p>				

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	other than to maintain the general environmental conditions in the premises at normal operational levels suitable for its own equipment?				
IV-44	Should the ICA contain a system security provision which would: (1) require each Party to provide the other a back-up and recovery plan to be used in the event of a system failure or emergency to facilitate prompt systems restoration and recovery; (2) require each Party to reasonably cooperate to determine which systems require disaster, restoration and recovery plans, and to provide such plans if necessary; and (3) require each Party to maintain a reasonable standard of security between operation system interfaces consistent with its own information security practices?	<p>Attachment IX, Sections 2.1 and 2.2:</p> <p>2.1 Each Party shall provide the other a back-up and recovery plan to be used in the event of a system failure or emergency to facilitate prompt systems restoration and recovery. The Parties shall reasonably cooperate to determine which systems require disaster, restoration and recovery plans. Any such plans will be provided to the other Party.</p> <p>2.2 Each Party shall maintain a reasonable standard of security between operation system interfaces consistent with its own information security practices.</p>	Yes, the agreement should contain this provision because it defines the rights and obligations of the Parties, avoids ambiguity, and helps ensure continuity of service by providing important preventive and corrective measures to be taken in the event of a system failure or emergency.	Verizon opposes inclusion of WorldCom's proposed Attachment IX, Sections 2.1 and 2.2 to the Parties' Agreement.	The manner in which security, back-up and recovery plans are engineered is internal to Verizon and not a subject for an interconnection agreement. If Verizon were to establish such contingency plans with WorldCom, it would be obligated to do so for each CLEC that makes such a request.
IV-46	Should the ICA contain a law enforcement interface provision that requires each Party to provide reasonable assistance to the other in accordance with Applicable Law and the Party's internal procedures in connection with: installation of an information retrieval from traps in its network, emergency traces on and information retrieval from subscriber invoked CLASS services, and execution of wiretap or dialed number recorder orders from law enforcement authorities?	<p>Attachment IX, Section 4.</p> <p>Section 4. Law Enforcement Interface</p> <p>Each Party shall provide reasonable assistance to the other in accordance with Applicable Law and the Party's internal procedures in connection with: installation of and information retrieval from traps in its network, emergency traces on and information retrieval from subscriber invoked CLASS services (e.g., call traces requested by the other Party), and execution of wiretap or dialed</p>	This provision ensures that each party will provide reasonable cooperation to the other in connection with each party's obligations to provide information to law enforcement authorities. This provision is in the current contract and had been opted-in to by many CLECs. No changes in law warrant deletions or modifications to the provision.	<p>WorldCom: General Terms and Conditions § 24</p> <p>24. Law Enforcement.</p> <p>24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security</p>	WorldCom's proposed language would require Verizon to comply with WorldCom's internal procedures relating to call tracing and other law enforcement measures. Verizon will comply with the requirements of law enforcement officials, but will not agree to comply with WorldCom's internal procedures.

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		number recorder orders from law enforcement authorities.		<p>operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.</p> <p>24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.</p> <p>24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.</p>	

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JOINT DECISION POINT LIST X

(BUSINESS PROCESS REQUIREMENTS)

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(Docket Nos. 00-218, 00-249, and 00-251)

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Business Process Requirements					
I-8	<p>May Verizon monitor WorldCom's access to and use of customer proprietary network information made available to WorldCom?</p> <p><u>Verizon may not monitor or audit Cox's access to and use of customer proprietary network information made available to Cox through the interconnection agreement.</u></p>	<p>WorldCom rejects Verizon's proposed language.</p> <p>[Cox proposes to delete Verizon's proposed paragraph 18.4.4]</p> <p>[Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3 in Schedule 11.7 OSS.]</p>	<p>Verizon should not be allowed to monitor WorldCom's access to and use of CPNI because nothing in the Act gives Verizon the right to monitor a CLEC's access to and use of CPNI; the Commission and the VSCC are the appropriate authorities to monitor and enforce CPNI protections.</p> <p>POSITION:</p> <p>• The Commission and the Virginia State Corporation Commission are the appropriate authorities to monitor and enforce CPNI protections, and Verizon may not substitute itself for those entities and act as Cox's regulator.</p>	<p>WorldCom: Additional Services Attachment §§ 8.1.4 and 8.5</p> <p>8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a **CLEC Customer accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services; and, (b) any **CLEC Usage Information (as defined in Section</p>	<p>Verizon takes very seriously its statutory obligation to safeguard its customers' CPNI. That entails a duty to protect CPNI from CLECs that would use the OSS to troll for marketing information without obtaining customer authorization. Electronic Monitoring is the primary method by which Verizon does so.</p>

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			<p>• Cox is bound by both <u>Section 222 of the Act and the agreed terms of its current interconnection agreement with Verizon to protect the confidentiality of CPNI</u>; therefore, Cox and not Verizon would be liable for penalties under federal law for violating such confidentiality.</p> <p>• Additionally, Cox has undertaken to indemnify Verizon for any loss that it may incur due to Cox's failure to protect such information.</p> <p>• Verizon is unable to explain why the indemnification process would be an inadequate remedy for any legal controversy over Cox's behavior in the unlikely event that Verizon is held accountable for Cox's actions.</p> <p>• Verizon's proposal would give it the ability not just to monitor whether Cox uses CPNI properly, but also to determine how Cox uses CPNI for all purposes, which could put Cox at a competitive disadvantage.</p> <p>DISPUTED ISSUES OF FACT: In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</p>	<p>8.1.6 below) accessed by, or disclosed or provided to, **CLEC.</p> <p>8.5 Verizon OSS Information. 8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to **CLEC a non-exclusive license to use Verizon OSS Information. 8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, **CLEC shall acquire no rights in or to any Verizon OSS Information. 8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) **CLEC Usage Information, (b) CPNI of **CLEC, and (c) CPNI of a Verizon Customer or a **CLEC Customer, to the extent the Customer has authorized **CLEC to use the Customer Information. 8.5.2.2 Verizon OSS Information may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC Customers. 8.5.2.3 **CLEC shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of</p>	

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			<p><u>ADMISSIONS/ STIPULATIONS:</u> <u>Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding.</u> <u>Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</u></p>	<p>Verizon pursuant to Section 10 of the Agreement.</p> <p>8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to **CLEC any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.</p> <p>8.5.2.5 **CLEC's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.</p> <p>8.5.2.6 **CLEC's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by **CLEC to provide Telecommunications Services to **CLEC Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the</p>	

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				<p>Agreement.</p> <p>8.5.2.7 All Verizon OSS Information received by **CLEC shall be destroyed or returned by **CLEC to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.</p> <p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p>8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the</p>	

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				<p>requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p>8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p>18.4.4 BA shall have the right to <u>monitor and/or audit Cox's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law,</u></p>	

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				<p>the foregoing right shall include, but not be limited to, the right to <u>electronically monitor Cox's access to and use of Customer Proprietary Network Information that is made available by BA to Cox pursuant to this Agreement.</u></p> <p>Schedule 11.7:</p> <p>1.6.5.1 Without in any way limiting subsection 18.4 of the Agreement, BA shall have the right (but not the obligation) to audit Cox to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement with regard to Cox's access to, and use and disclosure of, BA OSS Information.</p> <p>1.6.5.2 Without in any way limiting any other rights BA may have under the Agreement or Applicable Law, BA shall have the right (but not the obligation) to monitor Cox's access to and use of BA OSS Information which is made available by BA to Cox pursuant to this Agreement, to ascertain whether Cox is complying with the requirements of Applicable Law and this Agreement, with regard to Cox's access to, and use and disclosure of, such BA OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to <u>electronically monitor Cox's access to and use of BA OSS Information which is made available by BA to</u></p>	

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				<u>Cox through BA OSS Facilities.</u> <u>1.6.5.3 Information obtained by BA pursuant to this Section 1.6.5 shall be treated by BA as Confidential Information of Cox pursuant to subsection 28.4 of the Agreement; provided that, BA shall have the right (but not the obligation) to use and disclose information obtained by BA pursuant to this Section 1.6.5 to enforce BA's rights under the Agreement or Applicable Law.</u>	
III-16	<p>Should the Interconnection Agreement address transfer of service announcements for when a subscriber changes service to another carrier and does not retain their prior telephone number?</p> <p><i>Referral Announcements. When a customer chooses AT&T as a local service provider, but does not retain its original telephone number, should Verizon, at AT&T's request, provide a referral announcement on the abandoned number that provides the same level of information and capabilities that Verizon provides to its own customers?</i></p>		<p>Resolved through inclusion of a change management process in the interconnection agreement.</p> <p><i>AT&T should have the right to request an enhanced referral announcement that reflects the same level of detail that Verizon is willing to provide to its own local exchange customers. AT&T is willing to compensate Verizon for this enhanced announcement.</i></p>	<p>Additional Services Attachment</p> <p>§ 6 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.</p> <p><i>§ 18.1 Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty</i></p>	<p>Referral announcements are not a telecommunications service subject to resale, nor are they Unbundled Network Elements. They are an information service that Verizon may elect to provide or not. Verizon has chosen to provide this referral announcement service in a non-discriminatory manner. Furthermore, it has agreed to provide this service free of charge to the extent Verizon does not charge its own customers for this service. However, Verizon does reserve the right to bill the customer its standard Tariff charge.</p>

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				(30) days after the date the Customer changes its telephone number in the case of residential Customers.	
IV-47	Should the Interconnection Agreement contain provisions setting forth the terms and conditions that apply to the parties' contact with each other's subscribers?	<p>Attachment VIII, Sections 1.1.1.1 through 1.1.1.1</p> <p>1.1.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its own subscribers regarding such Party's services purchased by the subscribers, except as otherwise agreed. A Party's subscribers shall include active subscribers as well as those for whom it has service orders pending.</p> <p>1.1.1.2 With respect to a Party that may receive inquiries from the other Party's subscribers, or otherwise have opportunity for such subscriber contact, the Party shall: (i) provide mutually agreed referrals to subscribers who inquire about the other Party's services or products; (ii) not disparage or discriminate against the other Party, or its products or services; and (iii) not provide information about its own products or services during that same inquiry or subscriber contact unless asked by the subscriber.</p> <p>1.1.1.3 Each Party shall protect the Proprietary Information of the other Party and the other Party's subscribers in accordance with</p>	Yes, these provisions establish appropriate subscriber interaction protocols. These provisions prevent Verizon from making disparaging comments about WorldCom and allow for referrals. They also clarify the term subscriber, state that each party is the primary contact for its own subscribers and set forth procedures for a party to handle inquiries that it may get from the other party's subscribers.	<p>§ 32.1 **CLEC shall establish telephone numbers and mailing addresses at which **CLEC Customers may communicate with **CLEC and shall advise **CLEC Customers of these telephone numbers and mailing addresses.</p> <p>§ 32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline, to accept a communication from a **CLEC customer, including, but not limited to, a **CLEC Customer request for repair or maintenance of a Verizon Service provided to **CLEC.</p>	Verizon's proposed interconnection agreement adequately and lawfully addresses this issue. The agreement requires CLEC's to establish telephone numbers and mailing addresses at which CLEC customers may communicate with the CLEC. The agreement also states that Verizon shall have no obligation, and may decline, to accept a communication from a CLEC customer; including, but not limited to, a customer request for maintenance of a Verizon service provided to a CLEC.

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		Section [10] of Part A.			
IV-48	Should the Interconnection Agreement contain provisions requiring the parties to use escalation and work center interface procedures and subscriber contact information that will govern the parties' interactions with each other?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-49	Should the Interconnection Agreement contain a provision requiring Verizon to notify WorldCom of any proposed changes to Verizon's retail service offerings?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-50	Should the Interconnection Agreement contain provisions setting forth requirements on the parties regarding Essential Services and Deaf and Disabled Services?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-51	Should the Interconnection Agreement require that the application-to-application OSS interfaces deployed by Verizon to comply with industry standards?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-52	Should the Interconnection Agreement contain provisions setting forth change management and control procedures?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-53	Should the Interconnection Agreement contain a provision	The Change Management Process ("CMP"), as revised from time to time	Resolved through inclusion of a change management process in the		

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	requiring Verizon to provide preordering, ordering, and provisioning business support to WorldCom at parity with what Verizon provides to itself?	pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	interconnection agreement.		RESOLVED
IV-54	Should the Interconnection Agreement contain provisions setting forth requirements for Verizon to maintain a Help Desk/Single Point of Contact ("SPOC")?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-55	Should the Interconnection Agreement contain a provision requiring Verizon to support all pre-ordering, ordering and provisioning order types and functions as required by OBF guidelines and business rule and as they exist on the Effective Date of this Agreement?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-56	Should the Interconnection Agreement contain provisions requiring Verizon to participate in the National Consumers Telecommunications Data Exchange ("NCTDE") for exchange of information on subscribers' payment history?	Attachment VIII, Section 2.1.4.1 et seq. 2.1.4.1 Neither Party shall disconnect or refuse to migrate a customer, or to port a customer's telephone number(s), to the other Party on the basis of the customer's past payment history. Verizon will participate in NCTDE (National Consumers Telecommunications Data Exchange), provide NCTDE with two years of historical information on UCAs (Unpaid Closed Accounts) for Verizon's local accounts, and report current UCA information, all in accordance with NCTDE timelines and other requirements. Verizon will	Yes, Verizon should be required to participate in NCTDE because it is an industry-wide practice. The NCTDE is a database shared by multiple telecommunications companies and will allow both ILECs and CLECs to share payment information quickly and easily. This database covers multiple states and will therefore benefit all telecommunications carriers that operate in a multi-state service territory. If this system is implemented, it will save money and resources for all parties involved because one uniform system will be used throughout the Verizon footprint, rather than different systems for different states.	Verizon opposes inclusion of WorldCom's proposed Attachment VIII, Sections 2.1	Under the Act or any Commission Order, Verizon is not required to participate in the National Consumers Telecommunications Data Exchange ("NCTDE"). This matter is normally addressed in a Billing and Collection Agreement and is not an appropriate subject matter for inclusion in the interconnection agreement. Furthermore, because the Telecommunications Industry is constantly changing, Verizon should not be contractually bound to participating in an exchange which carries no assurance that it will exist for the duration of the parties' interconnection agreement.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>make the following customer payment history available in accordance with NCTDE format to the same extent such information is available for Verizon's own use for each person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s):</p> <p>2.1.4.1.1 Applicant's name;</p> <p>2.1.4.1.2 Applicant's address;</p> <p>2.1.4.1.3 Applicant's previous phone number, if any;</p> <p>2.1.4.1.4 Amount, if any, of unpaid balance in applicant's name;</p> <p>2.1.4.1.5 Whether applicant is delinquent on payments;</p> <p>2.1.4.1.6 Length of service with prior local or intraLATA toll provider;</p> <p>2.1.4.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefor; and,</p> <p>2.1.4.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.</p> <p>Verizon will provide such information on the condition that NCTDE only</p>			

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		make the information available to the carriers to which the person or entity in question has applied for Telecommunications Service(s).			
IV-57	Should the Interconnection Agreement contain a provision requiring Verizon to provide WorldCom with the capability to order local service, intraLATA and interLATA service on behalf of WorldCom's subscriber on one single order according to OBF guidelines?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-58	Should the Interconnection Agreement contain provisions setting forth requirements for Number Administration and Number Reservations?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-59	Should Verizon be required to provide WorldCom with electronic copies of their Universal Service Order Codes ("USOCs"), their corresponding alpha-numeric descriptions, and Feature Identifications ("FIDs")?	Attachment VIII, Section 2.1.8 2.1.8 USOC Codes. Verizon shall provide MCI with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by Verizon. In addition, Verizon shall provide the FIDS and FID formats and a document showing the business rule relationship between the USOCs and FID format.	Yes, Verizon should be required to provide WorldCom with electronic lists of USOCs and their alpha-numeric descriptions. This information is essential to successful completion of an order. If WorldCom does not have the current list of USOCs, WorldCom has found that its orders have been rejected because the correct USOC was not used. In addition, without USOCs WorldCom is unable to audit its bills from Verizon. WorldCom needs the USOCs and FIDs because without them we do not get nondiscriminatory access to Verizon's OSS.	Verizon opposes inclusion of WorldCom's proposed Attachment VIII, Section 2.1.8 to the Parties' Agreement.	WorldCom's proposed language regarding this issue is unnecessary. Verizon currently provides access to the relevant USOC's and FID's via Verizon's website. With respect to Verizon's new USOC system, Verizon has provided WorldCom with a list of the USOC's in a format acceptable to WorldCom. Furthermore, these USOC's will be available on Verizon's website by July, 2001. As the USOC's are actually the property of Telcordia, any further arrangements Worldcom deems necessary regarding the USOC's should be made with Telcordia. Worldcom's final request regarding upcoming FID's is unclear. Nevertheless, Verizon will continue to

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
					work with WorldCom to document basis FID requirements.
IV-60	Should the Interconnection Agreement require Verizon to provide blocking services at the request of WorldCom?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-61	Should the Interconnection Agreement contain provisions regarding compliance with Ordering Billing Forum ("OBF") guidelines and processes to follow to obtain Verizon's business rules and processes?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-62	Should the Interconnection Agreement contain provisions protecting WorldCom's subscribers from premature disconnects when their service is changed from Verizon to WorldCom and preventing a party from requiring a "disconnect" order before allowing a subscriber to change service?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-63	Should the Interconnection Agreement contain provisions setting forth the coordinated cut-over process?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		RESOLVED
IV-64	Should the Interconnection Agreement contain provisions allowing WorldCom as the purchaser of services to request a due date for provision of service by Verizon that is within agree to intervals and to	Attachment VIII, Section 2.2.5 et seq. 2.2.5 Desired Due Date ("DDD") 2.2.5.1 For services with agreed upon intervals, the purchasing Party shall	Yes, these provisions should be included in the agreement because where a standard interval for the provision of service is given, WorldCom should be able to request a due date that is consistent with its	Verizon opposes inclusion of WorldCom's proposed Attachment VIII, Sections 2.2.5 et seq. to the Parties' Agreement.	Verizon objects to including WorldCom's proposed language in the interconnection agreement. Verizon would be willing to accept a request for expedited interval, provided it is reasonable from an operational

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	request and pay for expedited service on a reasonable basis?	<p>select on each order the DDD consistent with agreed intervals. For services with variable intervals, the purchasing Party shall select among available due dates, obtained through an electronic interface, for specific services with variable intervals. The providing Party shall not complete the order prior to the DDD or later than the DDD unless authorized by the purchasing Party.</p> <p>2.2.5.2 If the DDD falls after the standard order completion interval, the providing Party shall complete the order on the DDD.</p> <p>2.2.5.3 Subsequent to an initial order submission, the purchasing Party may request a new/revised due date that is earlier than the minimum defined interval. The providing Party shall use reasonable efforts to meet such date and may assess Non-Discriminatory expedite charges. The Parties agree that expedite orders are not to be used as a mechanism for routine avoidance of the standard DDD or standard interval(s) set forth in this Agreement. If (i) the providing Party does not assess an expedite charge on the purchasing Party; and (ii) based on the exercise of reasonable judgment, the providing Party determines that the purchasing Party is using expedite orders at a rate substantially in excess of the rate at which the providing Party and other parties use expedite orders on the</p>	<p>subscriber's needs. In addition, on a reasonable basis, WorldCom should be allowed to request, and pay for, expedited service for its subscribers. These provisions also require that any special or preferred scheduling options be available for WorldCom to the extent they are available for Verizon (i.e., parity). This nondiscriminatory access to OSS is required under § 251(c)(3) of the Act and the Local Competition Order.</p>		<p>perspective. Furthermore, the customer must be willing to pay costs associated with the expedited interval. Verizon had established such acceptable expedited rates for Bell Atlantic's former service area states. These rates are included in Exhibit A of the Verizon proposed interconnection agreement for AT&T.</p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>providing Party's ordering systems, the providing Party shall immediately notify the purchasing Party at the Director level of escalation. The Parties shall immediately undertake good faith negotiations, based on each Party's data, to resolve the issue at the Director level of escalation, and, failing prompt and successful negotiations, through the complaint processes of the Commission or the FCC.</p> <p>2.2.5.4 Any special or preferred scheduling options available to the providing Party shall also be available to the purchasing Party. The providing Party may assess Non-Discriminatory charges for such options.</p>			
IV-65	Should the Interconnection Agreement contain provisions regarding subscriber premises inspections?	<p>Attachment VIII, Section 2.2.6 et seq.</p> <p>2.2.6 Subscriber Premises Inspections and Installations</p> <p>2.2.6.1 MCIm shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of the subscriber, for the provision of MCIm services to such subscribers.</p> <p>2.2.6.2 Verizon shall notify MCIm of any problems observed on the customer side of the NID in a timely manner. Verizon shall not relay to the customer that inside wire could have been performed during a Verizon technician's visit if the customer was a</p>	<p>Yes, these provisions should be included in the agreement because they require WorldCom to perform or contract for any inspections on its subscriber's premises. In addition, these provisions require Verizon to notify WorldCom of any problems Verizon observes on the customer's inside wire and prohibits VZ from telling WorldCom's subscriber that VZ could have handled the problem had the customer been a VZ customer.</p>	<p>Verizon opposes inclusion of WorldCom's proposed Attachment VIII, Sections 2.2.6 et seq. to the Parties' Agreement.</p>	<p>Verizon's services to CLECs are on the central office side of the NID. The CLECs have responsibility for addressing problems that arise beyond the NID on the customer's premises. As such, there is no reason to include WorldCom's proposed language in the interconnection agreement.</p>

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		Verizon customer rather than an MCIIm customer.			
IV-66	Should the Interconnection Agreement contain provisions regarding Firm Order Confirmations ("FOCs")?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		Resolved
IV-67	Should Verizon be required to provide detailed explanations for both manual and automated order rejections?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		Resolved
IV-68	Should the Interconnection Agreement contain provisions regarding Service Order Changes?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		Resolved
IV-69	Should Verizon be required to provide the reason why orders cannot be completed on time, and coordinate a new date for completion when order due dates are changed?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		Resolved
IV-70	Should the Interconnection Agreement require loss notification notices and provisioning and billing completion notices to be sent by Verizon?	The Change Management Process ("CMP"), as revised from time to time pursuant to the CMP and Applicable Law, shall be the process used for changes to OSS business rules, processes, interfaces, and other matters as to which the CMP applies.	Resolved through inclusion of a change management process in the interconnection agreement.		Resolved
IV-71	Should the Interconnection	Attachment VIII, Sections 2.2.16.1	This is a provision in the existing		Resolved

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